

DIRECT TESTIMONY OF
RONALD A. JONES
ON BEHALF OF
SOUTH CAROLINA ELECTRIC & GAS COMPANY
DOCKET NO. 2015-103-E

1 **Q. PLEASE STATE YOUR FULL NAME AND BUSINESS ADDRESS.**

2 A. My name is Ronald A. Jones. My business address is Highway 215 &
3 Bradham Boulevard, Jenkinsville, South Carolina.

4 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

5 A. I am employed by South Carolina Electric & Gas Company (“SCE&G” or
6 the “Company”) as Vice President for New Nuclear Operations.

7 **Q. DESCRIBE YOUR EDUCATIONAL BACKGROUND AND BUSINESS**
8 **EXPERIENCE.**

9 A. I graduated from Virginia Polytechnic Institute and State University in
10 Blacksburg, Virginia with a Bachelor of Science degree in electrical engineering.
11 I am a member of the American Nuclear Society and the Institute of Electrical and
12 Electronic Engineers; Chairman of the Nuclear Energy Institute Digital
13 Instrumentation and Controls Working Group; member of the Electric Power
14 Research Institute Nuclear Power Council Executive Committee; past Chairman
15 and Member of the Pressurized Water Reactors Owners Group Executive
16 Management Group and Executive Committee; past Chairman of the Carolinas

1 Nuclear Cluster; and have served as a member of several Nuclear Energy Institute
2 industry groups. I began my career at Duke Energy Carolinas, LLC (“Duke
3 Energy”) (formerly known as Duke Power Company) in 1980 as an engineer at
4 Catawba Nuclear Station. I received my senior reactor operator license for
5 Catawba Nuclear Station from the U.S. Nuclear Regulatory Commission (“NRC”) in
6 1987. I also held various leadership positions at Catawba, McGuire, and
7 Oconee Nuclear stations and, after a series of promotions, was named as the Vice
8 President of Oconee Nuclear Station in 2002. In 2005, I assumed the role of
9 Senior Vice President of Nuclear Operations for Duke Energy and provided
10 oversight for the safe and reliable operation of Duke Energy-operated nuclear
11 stations at Catawba, McGuire, and Oconee. I became Senior Vice President of
12 Nuclear Plant Development for Duke Energy in December 2010 and served in this
13 role until my retirement from Duke Energy in December 2011. In July 2012, I
14 began my employment with SCE&G.

15 **Q. WHAT ARE YOUR PRESENT RESPONSIBILITIES AT SCE&G?**

16 A. As Vice President for New Nuclear Operations, I lead the organization
17 responsible for operational readiness and construction of the two new AP1000
18 nuclear generating units in Jenkinsville, South Carolina (the “Units”), which are
19 being constructed by Westinghouse Electric Company (“WEC”) and the Chicago
20 Bridge & Iron (“CB&I,” and together with WEC, “WEC/CB&I”). In this role, my
21 team and I are responsible for overseeing the planning, licensing, design, and
22 engineering services of the project, as well as the acquisition, procurement,

1 construction, testing, start-up, and preoperational turnover for the Units. This
2 includes overseeing WEC/CB&I's project design work and licensing and
3 permitting efforts, the engineering oversight of major suppliers to the project,
4 auditing manufacturing facilities around the world that furnish equipment and
5 components for the Units, and conducting quality assurance and quality control
6 audits and supervision of the construction. I also am responsible for ensuring
7 compliance with the Engineering, Procurement, and Construction Contract ("EPC
8 Contract"). In addition, my responsibilities include all operating, maintenance,
9 and support functions associated with SCE&G's readiness to operate the Units
10 safely, reliably, and efficiently once completed. My duties also include recruiting,
11 training, and staffing the Units. The staff that we are assembling to carry out the
12 permanent operation of the Units also will take primary responsibility for the
13 maintenance and startup testing of the Units as systems are completed and turned
14 over to SCE&G.

15 **Q. HAVE YOU EVER TESTIFIED BEFORE THIS COMMISSION IN THE**
16 **PAST?**

17 A. Yes. I have testified before the Public Service Commission of South
18 Carolina (the "Commission") in several past proceedings.

19 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

20 A. The purpose of my testimony is to discuss the modifications and updates to
21 the anticipated schedule of cost under the EPC Contract that have been identified
22 since the forecasts approved in Order No. 2012-884 were prepared. Specifically, I

1 discuss the effects of the delayed Substantial Completion Dates for the Units on
2 the Estimated at Completion (“EAC”) cost of the project. I also discuss the cost
3 increases related to additional labor and related expenses for the project. I next
4 review the modifications and updates to the EAC cost due to design finalization
5 for the project and the impact of the ten additional change orders and related
6 matters. My testimony also addresses the updated allocation of Switchyard cost
7 between SCE&G and the South Carolina Public Service Authority (“Santee
8 Cooper”). I then describe the Owner’s cost revisions associated with the delay of
9 the project, including the cost associated with retaining staff for longer than
10 originally projected; and the operational, facilities, and other related cost resulting
11 from the updated construction schedule. Finally, I address Owner’s cost increases
12 not associated with delay related to additional (“NND”) staffing needs, NRC fees,
13 information technology (“IT”), and other cost factors.

14 **I. EPC CONTRACT COST**

15 **Q. WHAT IS THE CURRENT STATUS OF THE SUBSTANTIAL**
16 **COMPLETION DATES FOR THE UNITS?**

17 A. WEC/CB&I informed SCE&G in the middle of 2013 that delays in the
18 production schedules for structural sub-modules would result in revisions to the
19 construction and cost schedules for the project. As discussions on this issue
20 developed, the Company also raised concerns about the fabrication schedule of
21 Shield Building Panels for the project. Based on the initial estimates by
22 WEC/CB&I, it was forecasted that Units 2 and 3 would be completed in the last

1 quarters of 2017 and 2018 or the first quarters of 2018 and 2019, respectively.
2 From an EPC Contract perspective, however, SCE&G did not agree to these
3 schedule changes and advised WEC/CB&I that it remained obligated to satisfy the
4 dates previously agreed to in the EPC Contract.

5 In the ensuing months, WEC/CB&I began a full re-baselining of the Unit 2
6 and 3 construction schedules to incorporate a more detailed evaluation of the
7 engineering, procurement, and construction activities necessary to complete the
8 Units. In addition, WEC/CB&I developed a detailed reassessment of the impact
9 of the revised schedule on engineering and design resource allocations,
10 procurement, construction work crew efficiencies, and other items. As a result of
11 this effort, WEC/CB&I issued in the third quarter of 2014 a revised, fully-
12 integrated construction schedule indicating new substantial completion dates for
13 Units 2 and 3 of June 19, 2019, and June 16, 2020, respectively (“Substantial
14 Completion Dates”).

15 **Q. WHAT LED TO THE DELAY IN THE SUBSTANTIAL COMPLETION**
16 **DATES?**

17 A. As Mr. Byrne discusses in more detail, a primary source of the delay in the
18 Substantial Completion Dates of Units 2 and 3 is the result of the delay in the
19 production of modules, sub-modules, and Shield Building Panels for the Units,
20 which is driving the critical path for the project at this time. In addition, design
21 delay and design changes related to the Nuclear Island have been a major source

1 of delay in the project to date, and have contributed to delay in sub-module
2 production.

3 **Q. DID SCE&G TAKE ACTION TO ADDRESS THESE ISSUES?**

4 A. Yes. As reflected in the quarterly reports filed pursuant to the Base Load
5 Review Act and the provisions of Order No. 2009-104(A) issued in Docket No.
6 2008-186-E, SCE&G has consistently focused its attention on these concerns and
7 urged WEC/CB&I to take corrective action. In response to concerns SCE&G
8 raised relating to structural module fabrication issues, WEC/CB&I shifted
9 fabrication of the Shield Building Panels to Newport News Industries (“NNI”) in
10 Newport News, Virginia. As a result of this reassignment, the panels currently are
11 being fabricated and delivered. SCE&G also placed four permanent on-site
12 inspectors to monitor the Lake Charles facility, the NNI facility, the Oregon Iron
13 Works and Greenberry facilities in Oregon, and the SMCI facility in Lakeland,
14 Florida, due to their potential to affect the construction schedule. Further, SCE&G
15 holds weekly meetings on critical path structural sub-modules and Shield Building
16 Panels, monthly project review meetings, and regular production review meetings,
17 in addition to conducting regular site visits of the fabrication facilities and the
18 construction site. Despite these and other substantial efforts by the Company,
19 WEC/CB&I has informed SCE&G that the Substantial Completion Dates of Units
20 2 and 3 will be delayed by 27 and 25 months, respectively from the schedules
21 currently approved in Order No. 2012-884. SCE&G has not, however, accepted

1 WEC/CB&I's contention that the new Substantial Completion Dates are made
2 necessary by delays that are excusable under the EPC Contract.

3 **Q. PLEASE EXPLAIN THE BASIS FOR THE REVISED EPC CONTRACT**
4 **COST PRESENTED FOR APPROVAL IN THIS MATTER.**

5 A. Please refer to Mr. Byrne's testimony for a detailed explanation of the
6 events that led to the revised construction schedule presented in this proceeding.
7 As to EPC Contract cost resulting from the revised schedule, WEC/CB&I also
8 reevaluated the EAC cost estimate for the project in conjunction with preparing
9 the revised construction schedule. In the third quarter of 2014, WEC/CB&I
10 provided SCE&G with a revised cost schedule and revised cost forecast for the
11 remaining scopes of work as impacted by various identified changes. This
12 schedule reflects that the EAC cost will increase due to (1) the delay; (2) the cost
13 associated with reduced productivity and increased staffing ratios; (3) the cost
14 associated with additional Time and Material scopes of work that WEC forecasts
15 will be necessary to staff the start-up of the Units and to provide for the processing
16 of License Amendment Requests ("LARs") to support construction; and (4) labor
17 associated with the quantity changes in the amount of commodities that must be
18 installed to complete the project. In addition to the EAC cost forecast, the revised
19 cash flow forecast reflects the anticipated additional cost associated with certain
20 change orders under the EPC Contract. Finally, the EPC Contract cost will be
21 adjusted to reflect cost savings for the project identified by SCE&G as a result of
22 the reallocation of Switchyard costs between SCE&G and Santee Cooper.

A. Delay and Other EAC Cost

Q. WHAT EFFECT HAS THE DELAY HAD ON THE EAC COST FOR THE PROJECT?

A. Because it will take an additional 27 and 25 months to complete Units 2 and 3, respectively, WEC/CB&I projects that the delay will result in additional labor cost and other related cost that the Company has determined impact four main areas: (1) Indirect Craft and Field Non-manual Labor cost; (2) Temporary Facilities cost; (3) Other Distributable cost; and (4) Containment Vessel (“CV”) Assembly Sub-contract cost.

Q. IN GENERAL, PLEASE DESCRIBE THE MAIN CATEGORIES OF LABOR COST CHARGED TO THE PROJECT.

A. In general, there are three main categories of labor cost that are charged to the project. They are: (1) Direct Craft Labor; (2) Indirect Craft Labor; and (3) Field Non-manual Labor. Direct Craft Labor includes construction personnel tasked with specific scopes of work such as the installation of rebar, forms, concrete, piping, and electrical cable in the permanent plant. Indirect Craft Labor cost includes personnel that do not work directly on permanent plant construction, but support the work of Direct Craft employees. This category includes labor for training, safety, equipment operations, facilities maintenance, site clean-up, site potable water and ice distribution, warehouse staffing, and site equipment operators. Field Non-manual Labor cost includes cost associated with employing

1 field engineers, Quality Assurance/Quality Control (“QA/QC”) personnel, site
2 project management, and administrative support personnel.

3 **Q. WHICH LABOR COST CATEGORIES ARE PROJECTED TO INCREASE**
4 **AS A RESULT OF THE DELAY?**

5 A. Indirect Craft Labor cost and Field Non-manual Labor cost, both of which
6 support the work of Direct Craft Labor, will increase as a result of the delay
7 because these personnel will be employed for longer than originally projected.

8 **Q. ARE INCREASES IN THE COST OF TEMPORARY FACILITIES,**
9 **OTHER DISTRIBUTABLES, AND CV ASSEMBLY SUB-CONTRACT**
10 **FORECASTED TO OCCUR?**

11 A. Yes. Temporary Facilities cost includes cost for workshops, offices,
12 training facilities, warehouses, toilet facilities, break facilities, and related items.
13 These temporary facilities are all required to be on site longer and will require
14 additional maintenance as a result of the delay. Also, additional warehouse and
15 lay-down space will be required to store the permanent plant equipment which
16 cannot be installed when originally expected due to the project delay resulting in
17 increased cost to the project. Similarly, increases in Other Distributable cost
18 reflect the increased cost that will result from providing site security, site water
19 system, site sewer service, warehouse supplies, dust control, first aid and safety
20 supplies, small tools, and related items on site longer as a result of the delay.
21 Finally, CV Assembly Sub-contract cost is projected to increase due to the project
22 delay as a result of the longer total period that the sub-contractor is required to

1 remain on site for the completion of this scope of work, primarily because the
2 rings and upper heads cannot be installed and welded out until the work inside of
3 the CV is completed.

4 **Q. DOES SCE&G AGREE WITH WEC/CB&I'S FORECAST OF**
5 **ADDITIONAL COST RESULTING FROM THE DELAY IN THE**
6 **SUBSTANTIAL COMPLETION DATES?**

7 A. Based on discussions with WEC/CB&I's EAC team, our careful review and
8 analysis of information provided, and the representations of WEC/CB&I, the
9 Company believes that the revised EAC cost reflects a reasonable and prudent
10 estimate of the actual EAC cost to be expected for completion of the project based
11 on the revised Substantial Completion Dates. However, the Company disputes
12 that it is contractually responsible for increased costs resulting from the delay. As
13 discussed by Mr. Byrne, SCE&G takes the position that, under the EPC Contract,
14 the costs resulting from the delay are the responsibility of WEC/CB&I. For this
15 reason, SCE&G has advised WEC/CB&I that it will only pay 90% of the properly
16 invoiced disputed amounts and reserves its rights to contend that no such
17 payments are properly due and to pursue claims for such amounts.

18 **Q. WHAT AMOUNT OF THE REVISED EAC COST RELATES TO THE**
19 **DELAY?**

20 A. After withholding 10% of the properly invoiced disputed amounts due to
21 the delay, Indirect Craft Labor and Field Non-Manual Labor cost, Temporary
22 Facilities cost, Other Distributable cost, and CV Assembly Sub-contract cost are

1 projected to increase by approximately \$228 million,¹ or approximately 33% of
2 the total change in the capital cost schedule.

3 **Q. PLEASE EXPLAIN THE DECREASED PRODUCTIVITY AND THE**
4 **INCREASE IN THE STAFFING RATIOS (INDIRECT CRAFT AND**
5 **FIELD NON-MANUAL) ASSOCIATED WITH THE LABOR COST.**

6 A. As discussed by Mr. Byrne, WEC/CB&I has revised its Direct Craft Labor
7 productivity factors to reflect less favorable productivity than originally projected.
8 As a result, the number of actual Direct Craft Labor hours anticipated to be
9 charged to the project has increased.

10 Based on the historical values experienced on the project, WEC/CB&I also
11 increased the forecasted ratios of (1) Indirect Craft Labor to Direct Craft Labor
12 and (2) Field Non-manual Labor to Direct Craft Labor. These revised labor ratios
13 have the effect of increasing the number of Indirect Craft Labor and Field Non-
14 Manual Labor hours charged to the project from those originally forecasted,
15 resulting in additional cost.

16 **Q. WHAT PORTION OF THE UPDATED EAC COST RELATES TO THE**
17 **REVISED PRODUCTIVITY AND LABOR RATIOS?**

18 A. After withholding 10% of the properly invoiced disputed amounts due to
19 the decreased productivity and increased labor ratios, these updated revisions

¹ Unless otherwise specified, all cost figures in this testimony are stated in 2007 dollars and reflect SCE&G's share of the cost of the Units.

1 account for an increase of approximately \$155 million, or approximately 22% of
2 the total change in the capital cost schedule.

3 **Q. WHAT IS THE BASIS FOR WEC'S REVISION OF EAC COST TO**
4 **REFLECT ADDITIONAL TIME AND MATERIALS SCOPE OF WORK?**

5 A. WEC contends that additional start-up staffing will be required due to the
6 requirement to perform First of a Kind ("FOAK") tests on Units 2 and 3.
7 Originally, WEC estimated the EAC cost with the assumption that the results and
8 findings of FOAK tests performed on similar projects in China would reduce the
9 cost for this scope of work on the project. However, the NRC has been unwilling
10 to accept the results of the Chinese FOAK testing of the AP1000 units. The
11 design changes by WEC also have increased the anticipated number of LARs
12 required during the construction process from those originally expected. WEC
13 projects that additional licensing support will be necessary to process these LARs.
14 As a result of the additional staffing to perform FOAK tests on the Units and
15 process the increased number of LARs, WEC estimated that its Time and
16 Materials cost would increase directly related to the expanded scope of work.

17 **Q. HAS SCE&G ACCEPTED RESPONSIBILITY FOR THE COST RELATED**
18 **TO ADDITIONAL TIME AND MATERIALS SCOPE OF WORK?**

19 A. No. The EPC Contract provides that WEC/CB&I must provide SCE&G
20 with two complete AP1000 Nuclear Power Plant units utilizing the NRC Certified
21 AP1000 design and much of the forecasted additional work should be included in
22 WEC/CB&I's Firm Price scope of work. Also, SCE&G only initiated one change

1 that resulted in a LAR. All other LARs are the result of changes and design issues
2 by WEC/CB&I. For this reason, SCE&G plans to follow the same procedure I
3 previously described and withhold 10% of the properly invoiced disputed
4 amounts, resulting in additional EAC cost in the category of Time and Material
5 cost of approximately \$27 million, or approximately 4% of the total change in the
6 capital cost schedule.

7 **Q. HAS SCE&G IDENTIFIED ANY ADJUSTMENTS THAT WOULD**
8 **OFFSET A PORTION OF THIS INCREASED COST?**

9 A. Yes. As Ms. Walker discusses in her testimony, the Company forecasts
10 that it will recover from WEC/CB&I the full amount of liquidated damages
11 payable under the EPC Contract, which totals approximately \$86 million. Netting
12 this amount against the Delay and Other EAC cost and accounting for the
13 withholding of 10% of the disputed amounts results in a total increase to the EAC
14 cost of approximately \$325 million, or approximately 47% of the total change in
15 the capital cost schedule.

16 **B. Changes to the EAC Cost Due to Design Finalization**

17 **Q. PLEASE EXPLAIN THE EAC COST UPDATES RELATED TO CHANGES**
18 **IN THE DESIGN FINALIZATION OF THE PROJECT.**

19 A. WEC/CB&I continues to finalize the issued-for-construction design
20 documents for the project. As it does so, WEC/CB&I updates its projections of
21 the amount of commodities that must be installed to complete the project, such as
22 concrete, cabling, rebar, and piping. Under the Fixed and Firm pricing

1 components of the EPC Contract, WEC/CB&I is responsible for the cost of the
2 additional commodities themselves. However, the EPC Contract provides that
3 SCE&G is responsible for the Actual Craft Wages and Non-Labor cost associated
4 with installing these additional units of commodities. SCE&G has determined that
5 WEC/CB&I's entitlement for payment associated with these identified costs is
6 approximately \$72 million, or approximately 10% of the total change in the capital
7 cost schedule.

8 **C. Changes in EPC Cost Due to Change Orders**

9 **Q. PLEASE DISCUSS THE CHANGE ORDERS TO THE EPC CONTRACT**
10 **INCLUDED IN THE UPDATED COST SCHEDULES PRESENTED IN**
11 **THIS PROCEEDING.**

12 A. There are a total of ten change orders to the EPC Contract and related
13 matters that increase the capital cost of the project and are included in the updated
14 capital cost schedule presented in this proceeding. They are listed below in the
15 order that I discuss them in my testimony.

- 16 1. Plant Layout Security;
- 17 2. Cyber Security Upgrades;
- 18 3. Schedule for Mitigation for Shield Building Panels;
- 19 4. Additional Cost Related to the Federal Health Care Act;
- 20 5. Plant Reference Simulator and Software Upgrade;
- 21 6. Ovation and Common Q Instrumentation and Control Maintenance
- 22 Training Systems;

7. Simulator Development System;
8. Inspections, Tests, Analyses, and Acceptance Criteria ("ITAAC") Maintenance ;
9. Warehouse Fire Security; and
10. Perch Guards.

Q. WHAT IS THE TOTAL COST IMPACT OF THESE CHANGE ORDERS?

A. These ten change orders and related matters represent approximately \$56.5 million, or approximately 8% of the total change in the capital cost schedule.

1. Plant Layout Security

Q. PLEASE EXPLAIN THE BACKGROUND OF THE CHANGE ORDER FOR PLANT LAYOUT SECURITY.

A. SCE&G recently conducted a review of plant layout to ensure that its physical security can be maintained. This was necessary as a final stage in the design review of the Units and their supporting structures and could not be done until design layouts and building orientations were finalized. These physical security reviews have been conducted based on NRC and nuclear industry standards that have become increasingly stringent in the years after the events of September 11, 2001. As well, security tactics and technology are constantly evolving. As a result of these reviews, SCE&G has determined that it is reasonable and prudent to alter the site layout in various ways to improve its physical security, and has negotiated a change order to the EPC Contract for this work.

1 **Q. WHAT IS THE SCOPE OF WORK RELATED TO THE CHANGES IN**
2 **PLANT LAYOUT SECURITY?**

3 A. The plant layout security changes will be segregated into three phases to
4 allow the project to move forward. Phase 1 will involve the engineering,
5 construction planning, and development of estimates for Phase 2 and Phase 3.
6 Phase 2 will consist of the construction work related to the infrastructure changes
7 included in the work scope. This phase will include site work, retaining walls,
8 relocating permanent plant buildings and temporary construction facilities,
9 relocating permanent plant parking, installation of underground utilities, and
10 modifying protected area perimeter security. Phase 2 also will include engineering
11 work required to prepare for Phase 3 of the plant layout security changes. Phase 3
12 will include the remaining security modifications such as fencing; Ballistic, Bullet,
13 Resistant Enclosures; and specialized cameras and other security equipment.

14 **Q. WHICH PHASES ARE INCLUDED IN THE CHANGE ORDER**
15 **PRESENTED BY THE COMPANY FOR REVIEW IN THIS**
16 **PROCEEDING?**

17 A. This change order will include Phases 1 and 2. Phase 3 will be covered in a
18 subsequent change order.

19 **Q. WHY IS IT NECESSARY TO HAVE A SEPARATE CHANGE ORDER**
20 **FOR PHASE 3 OF THE PLANT LAYOUT SECURITY CHANGES?**

21 A. SCE&G determined that the design changes being made in Phase 2 should
22 be completed so that the Company can better evaluate and determine the final

1 security requirements to be addressed in Phase 3 of the scope of work and the
2 resulting cost.

3 **Q. WHAT IS THE COST IMPACT OF THIS CHANGE ORDER?**

4 A. The cost of Phases 1 and 2 of the work to increase the security of the plant
5 through physical security upgrades and improvements is forecasted to be
6 approximately \$20.4 million, or approximately 3% of the total change in the
7 capital cost schedule.

8 **2. *Cyber Security Upgrades***

9 **Q. PLEASE EXPLAIN THE CHANGE ORDER RELATED TO CYBER**
10 **SECURITY UPGRADES.**

11 A. As the Commission is aware, in recent years the protection of key
12 infrastructure against cyber-attack (“Cyber Security”) has become an increasing
13 priority of electric utilities, their regulators, the Department of Homeland Security,
14 and others. The NRC now requires more elaborate Cyber Security measures to be
15 incorporated in all new and existing nuclear facilities. The NRC Regulatory
16 Guide RG-5.71, “Cyber Security Programs for Nuclear Facilities” (“Rule”), dated
17 January 2010, requires that a large number of security controls must be addressed
18 for every Critical Digital System/Critical Digital Asset (“CDA”) in the Units. The
19 Rule also requires licensees to make changes to the storage and handling of certain
20 assets, which necessitates additional training for WEC/CB&I personnel.

21 In late 2011, an agreement was reached between SCE&G and WEC/CB&I
22 on a phased approach to strengthening Cyber Security. The cost of the Phase I

scope of the Cyber Security plan was reviewed by the Commission and included in the cost schedules approved in Order No. 2012-884. In mid-2013, SCE&G and WEC/CB&I agreed to further divide the remaining Cyber Security plan into additional phases. The scope of work for the remaining phases of the plan will be determined as Phase II is completed.

Q. WHAT IS THE SCOPE OF WORK OF PHASE II?

A. Phase II of the Cyber Security upgrades will require the development of procedures in order to determine how to identify and assess the critical digital assets of the Units. Following this identification and assessment, Phase II also will include the design and development of a Cyber Security Monitoring System, and the testing and installation of an assessment database. Cost related to project management and onsite support of Cyber Security also is included in this scope of work.

Q. WHAT IS THE COST ASSOCIATED WITH PHASE II OF THE CYBER SECURITY UPGRADES?

A. The cost for Phase II of the plan is approximately \$18.8 million, or approximately 3% of the total change in the capital cost schedule.

Q. WHAT OTHER PHASES OF WORK WILL BE REQUIRED RELATED TO CYBER SECURITY UPGRADES?

A. Following the critical digital asset assessment component of Phase II, SCE&G will determine whether suppliers will need to upgrade, upfit, or redesign certain project components. This scope of work will require component design

1 and procurement, testing, quality assurance, and installation for system changes
2 necessary to meet the Cyber Security requirements identified in Phase II. Once
3 the scope of work has been identified and itemized, the cost associated with this
4 phase of Cyber Security upgrades will be presented in future update proceedings.

5 **3. *Schedule Mitigation for Shield Building Panels***

6 **Q. PLEASE EXPLAIN THE ISSUES THAT CREATE THE NEED FOR A**
7 **CHANGE ORDER RELATED TO SHIELD BUILDING PANELS.**

8 A. The design documents for the AP1000 unit specified very narrow welding
9 tolerances for the joining of the panels and smooth contours for resulting Shield
10 Building walls. These specifications have presented fabrication challenges to the
11 subcontractor selected by WEC/CB&I for the construction of the steel panels, NNI
12 in Newport News, Virginia, as well as the welding together of these panels to form
13 the Shield Building walls.

14 **Q. WHAT STEPS ARE BEING TAKEN TO ADDRESS THESE ISSUES?**

15 A. Schedule delays related to both the design finalization of these panels and
16 their fabrication and assembly have placed the fabrication of these panels on the
17 critical path for timely completion of the project. Currently WEC/CB&I estimates
18 that the Substantial Completion Date for Unit 2 could be delayed by
19 approximately three months and Unit 3 by approximately five months if the delay
20 in the Shield Building Panels is not remedied. However, WEC/CB&I has devised
21 a strategy to mitigate these additional delays by expanding NNI's manufacturing
22 facility to allow additional panels to be worked simultaneously.

1 **Q. ARE THERE ADDITIONAL COSTS RELATED TO THIS MITIGATION**
2 **STRATEGY?**

3 A. Yes. The change order related to schedule mitigation for Shield Building
4 Panels reflects SCE&G's share of the cost to expand the NNI facility, resulting in
5 an increase to the EPC Contract cost of approximately \$12.1 million, or
6 approximately 2% of the total change in the capital cost schedule.

7 **Q. WHY HAS SCE&G AGREED TO PAY THESE ADDITIONAL COSTS?**

8 A. The Company is still negotiating the terms of this change order, but
9 currently believes it is reasonable and prudent to include the forecasted cost for
10 schedule mitigation for Shield Building Panels in an effort to maintain, and not
11 further delay, the revised Substantial Completion Dates. In presenting this change
12 order as being a reasonable and prudent cost for completing the Units under the
13 BLRA, the Company does not waive any claim it may have against WEC/CB&I
14 for the cost associated with this expansion.

15 **4. Federal Health Care Act**

16 **Q. PLEASE EXPLAIN THE CHANGE ORDER FOR ADDITIONAL COST**
17 **RELATED TO THE FEDERAL HEALTH CARE ACT.**

18 A. On March 23, 2010, the Patient Protection and Affordable Care Act
19 ("ACA") was signed into law. WEC has informed SCE&G that the ACA will
20 increase its cost of health insurance for its employees and is expected to continue
21 to impact the project cost. Specifically, this additional cost arises from the ACA's
22 requirements to provide coverage of dependents up to age 26, the cost of

1 reimbursing 100% of contraceptive cost, and the Patient-Centered Outcomes
2 Research Institute Fee. In order to recover this increased cost of compliance with
3 the ACA and related statutes, WEC sought change orders to the EPC Contract.

4 **Q. ON WHAT BASIS DID WEC REQUEST THE RECOVERY OF THIS**
5 **ADDITIONAL COST?**

6 A. Article 9.1(c) of the EPC Contract permits both WEC and CB&I to pass on
7 to SCE&G additional cost incurred for changes caused by a change in law.
8 Pursuant to this provision, WEC is seeking the recovery of cost for those portions
9 of the ACA related to professional labor effective for calendar years 2011, 2012,
10 and 2013.

11 **Q. HOW WAS THE ANNUAL IMPACT TO THE PROJECT FROM THE**
12 **ACA CALCULATED?**

13 A. The annual impact to the Project from the ACA was calculated using (1)
14 WEC ACA-related claims; (2) WEC U.S. payroll; and (3) WEC V.C. Summer
15 Project payroll cost, including all Firm, Fixed, Time and Material, and Ttarget
16 payroll cost.

17 **Q. WHAT IS THE COST IMPACT OF THE CHANGES RELATED TO THE**
18 **FEDERAL HEALTH CARE ACT?**

19 A. Through Change Order No. 20, WEC is seeking to recover \$206,589
20 reflecting its increased cost of health insurance for its employees for calendar
21 years 2011, 2012, and 2013. SCE&G also forecasted that the ACA will result in
22 additional cost of approximately \$2.0 million for WEC/CB&I over the life of the

1 project under the new Substantial Completion Dates. The combined effect of
2 Change Order No. 20 and the additional forecasted cost is approximately \$2.2
3 million, or approximately 0.3% of the total change in the capital cost schedule.

4 **5. *Plant Reference Simulator and Software Upgrade***

5 **Q. PLEASE EXPLAIN THE CHANGE ORDER RELATED TO THE PLANT**
6 **REFERENCE SIMULATOR AND SOFTWARE UPGRADE.**

7 A. Change Order No. 19, relating to the Plant Reference Simulator (“PRS”)
8 hardware and software and associated training, was executed to enhance PRS
9 displays. WEC also will provide versions of the software that will be issued
10 subsequent to the version provided under the EPC Contract and will provide
11 training for the updated software version.

12 **Q. IS THIS UPGRADE NECESSARY?**

13 A. Yes. The PRS is a critical system necessary for training and requalifying
14 licensed operator candidates and senior operators and for developing and
15 validating NRC license exam simulator scenarios. The cost originally forecasted
16 for PRS hardware and software reflected the cost of the standard system used on
17 all AP1000 units. However, these systems must be updated in order to reflect
18 changing design conditions. Through this change order, the PRS will be
19 synchronized to the design of the Main Control Room, which is critical and
20 essential for training and requalifying licensed operators.

1 **Q. WHAT IS THE COST FORECAST FOR CHANGE ORDER NO. 19?**

2 A. The cost of this change order is approximately \$1.1 million, or
3 approximately 0.2% of the total change in the capital cost schedule.

4 **6. *Ovation and Common Q Instrumentation and***
5 ***Control Maintenance Training Systems***
6

7 **Q. PLEASE EXPLAIN THE CHANGE ORDER RELATED TO OVATION**
8 **AND COMMON Q INSTRUMENTATION AND CONTROL**
9 **MAINTENANCE TRAINING SYSTEMS.**

10 A. The Instrumentation & Control (“I&C”) and Reactor Protection Systems
11 for the Units are managed by the Ovation and Common Q systems, respectively.
12 I&C Technicians and I&C/Digital Engineers require initial and continuing training
13 on these risk important systems. In order to provide the proper hands-on training
14 to these personnel in an off-line training environment without interfering with the
15 use of the systems for operations, a minimum set of Ovation and Common Q
16 hardware and software is required. Additionally, Ovation and Common Q
17 software licenses are required.

18 **Q. WHAT PROCESS DID SCE&G USE TO EVALUATE ITS TRAINING**
19 **NEEDS?**

20 A. The Company outlined its training needs based on industry standards.
21 SCE&G also developed a technical description of its training needs and submitted
22 a Request for Proposal to WEC/CB&I based on this compiled information.

1 **Q. WHAT ARE THE COST FORECASTS ASSOCIATED WITH THIS**
2 **CHANGE ORDER?**

3 A. SCE&G has forecasted that the change order associated with acquiring the
4 hardware and software for these maintenance training systems will cost
5 approximately \$880,000, or approximately 0.1% of the total change in the capital
6 cost schedule.

7 **7. *Simulator Development System***

8 **Q. PLEASE EXPLAIN THE CHANGE ORDER RELATED TO THE**
9 **SIMULATOR DEVELOPMENT SYSTEM.**

10 A. SCE&G has determined that the schedule for training and scenario
11 development on the PRS will require the PRS to be in nearly continuous use for
12 the balance of the project. This level of use does not allow sufficient time for the
13 PRS to be taken out of service for upgrades, modifications and routine
14 maintenance of its software. The new Simulator Development System to be
15 developed as part of this change order will include a complete copy of the PRS
16 software but will be a scaled down version of the PRS. This new system will
17 allow the software to be serviced and modified without interfering with use of the
18 PRS. The modified software can then be uploaded to the PRS when servicing is
19 complete. As well, the new system will allow SCE&G to test new software before
20 it is put into use for training and scenario development on the PRS.

1 **Q. WHY DOES THE TRAINING SCHEDULE NOT ALLOW THE PRS TO BE**
2 **TAKEN OUT OF SERVICE?**

3 A. In June of each year, SCE&G works with the NRC to schedule operator
4 exams for the upcoming four years. Upon agreement of these dates, the NRC and
5 SCE&G allocate resources and time to conduct these exams. SCE&G currently
6 has three classes of potential operator license candidates that have been training
7 and preparing for upcoming exams. Two of the classes are two years or more into
8 their training with examination dates already established with the NRC through
9 2016.

10 The current training schedule would be negatively impacted by any time
11 the PRS is unavailable due to upgrades, modifications, and routine maintenance.
12 Delays also would impact the NRC's ability to adequately manage their resources
13 required to support the examination process. SCE&G believes that maintaining
14 the current operator training schedule, in lieu of further postponing these tests, will
15 maximize learning and understanding of key operational procedures and capitalize
16 on student peak performance. The Company also believes that continuing with the
17 operator training schedule as planned will enhance the retention of operator
18 license candidates. Retention is critical to ensuring SCE&G will have the required
19 number of licensed operators for fuel load of the Units.

1 **Q. WHAT IS THE COST ASSOCIATED WITH THE NEW SIMULATOR**
2 **DEVELOPMENT SYSTEM?**

3 A. Based upon the expertise of the Company's simulator engineering group,
4 industry benchmarking, and knowledge of other systems in use by WEC, SCE&G
5 forecasted that the cost of the change order to acquire the Simulator Development
6 System would be approximately \$605,000, or approximately 0.1% of the total
7 change in the capital cost schedule.

8 **8. *ITAAC Maintenance***

9 **Q. PLEASE EXPLAIN THE CHANGE ORDERS RELATED TO ITAAC**
10 **MAINTENANCE.**

11 A. These change orders provide for the cost of new NRC regulations requiring
12 the review of completed ITAAC packages when work is done on the associated
13 components or systems or non-conforming conditions are discovered after the
14 ITAAC is closed. Specifically, once an ITAAC closure letter is submitted to the
15 NRC, any new information that materially alters the basis for determining that (1)
16 a prescribed inspection, test, or analysis was performed correctly, or (2) finding
17 that a prescribed acceptance criterion is met must be reported to the NRC in the
18 form of an "ITAAC Post-closure Notification." The regulations also direct that a
19 notice be submitted to the NRC indicating that all of the ITAACs under the
20 combined license are complete. By imposing these new, additional ITAAC
21 requirements, the NRC intended to facilitate the completion of all activities
22 necessary to make a finding on ITAACs in accordance with NRC regulations, as

1 well as ensure that interested parties have access to all available information
2 should a hearing on an ITAAC be requested.

3 **Q. WILL THESE NEW REGULATORY REQUIREMENTS RESULT IN**
4 **ADDITIONAL COST?**

5 A. Yes. As reflected in Change Order No. 21, WEC/CB&I anticipates that its
6 cost to comply with these additional ITAAC requirements will be approximately
7 \$59,400 for 2014 and 2015. WEC/CB&I also has informed SCE&G that, from
8 2016 to 2020, it will submit an annual change order to recover its additional cost
9 associated with these requirements, which SCE&G has forecasted to be \$313,229.
10 The total anticipated cost of complying with these ITAAC requirements will
11 increase cost by approximately \$372,629, or approximately 0.05% of the total
12 change in the capital cost schedule.

13 **9. Warehouse Fire Security**

14 **Q. PLEASE EXPLAIN THE CHANGE ORDER RELATED TO WAREHOUSE**
15 **FIRE SECURITY.**

16 A. SCE&G became concerned about the increasing value of inventory in the
17 on-site warehouses in relation to the insurability of three on-site warehouses that
18 serve the project and their content under the Owner's Builders' Risk Policy. In
19 order to address these concerns and to mitigate fire insurance premiums, the
20 Company elected to implement enhancements to the fire alarm monitoring for
21 these warehouses, including upgrading the remote monitoring capabilities of the

1 fire and security systems. These upgrades will bring the value of the insurance
2 closer to the value of the inventory, thereby mitigating exposure.

3 **Q. WHAT IS THE FORECASTED COST OF THE UPGRADES TO THE**
4 **WAREHOUSE FIRE SECURITY SYSTEM?**

5 A. SCE&G estimates that the cost of this change order incorporating these
6 upgrades will be approximately \$121,000, or approximately 0.02% of the total
7 change in the capital cost schedule.

8 ***10. Perch Guards***

9 **Q. PLEASE EXPLAIN THE CHANGE ORDER RELATED TO PERCH**
10 **GUARDS.**

11 A. Change Order No. 18 provides for the installation of perch guards on
12 transmission structures for the Unit 2 and 3 generator step up and the reserve
13 auxiliary transformer transmission tie-lines from the Unit 2 switchyard to the
14 Units 2 and 3 tabletop area. The perch guards will increase the reliability of these
15 transmission lines by preventing avian interference and bird-related faults that may
16 occur due to the number of large birds in the area. The forecasted cost of this
17 change order is \$14,056, or less than 0.01% of the total change in the capital cost
18 schedule.

19 **Q. HAS THE COMPANY NEGOTIATED ANY OTHER CHANGE ORDERS?**

20 A. Yes. SCE&G negotiated Change Order No. 17 that shifted approximately
21 \$7 million from the Time and Materials category to the Firm category, and
22 approximately \$49 million from the Time and Materials category to the Target

1 category. This shift reflects the agreements reached between SCE&G and
2 WEC/CB&I to provide for (1) additional equipment required to be installed in the
3 Off-Site Water System for the removal of Bromide from raw water during
4 treatment; (2) the transfer of certain CB&I start-up construction support Time and
5 Material scopes of work and associated dollars to the Target and Firm price
6 category; and (3) other miscellaneous items. While this change order shifts cost
7 from one pricing category to another, it does not result in any additional cost to the
8 project.

9 **Q. WHAT IS YOUR EXPERT OPINION ABOUT THE REASONABLENESS**
10 **AND PRUDENCE OF THESE TEN CHANGE ORDERS AND RELATED**
11 **MATTERS THAT INCREASE THE CAPITAL COST OF THE PROJECT?**

12 A. Based on my years of experience and my direct involvement with the
13 construction of the project and efforts related to startup of the Units for
14 commercial operations, it is my expert opinion that these ten change orders and
15 related matters represent reasonable and prudent changes to the EPC Contract cost
16 for completion of the Units under the BLRA. With respect to the change order
17 related to schedule mitigation for the Shield Building Panels, however, I would
18 reiterate that the Company does not waive any claim it may have against
19 WEC/CB&I for the cost associated with the expansion of the NNI facility.

1 **D. Switchyard Cost Re-Allocation**

2 **Q. IS SCE&G PROPOSING TO ADJUST THE ALLOCATION OF**
3 **SWITCHYARD COST BETWEEN THE COMPANY AND SANTEE**
4 **COOPER?**

5 A. Yes. As discussed by Ms. Walker, SCE&G and Santee Cooper recently
6 completed a comprehensive review of the Switchyard design and have updated the
7 EPC Contract cost associated with the entire scope of work for the Switchyard
8 based on each party's actual use of the facilities. This updated allocation has the
9 effect of decreasing the allocation of Switchyard cost to SCE&G by \$107,000.

10 **II. OWNER'S COST REVISIONS ASSOCIATED WITH DELAY**

11 **A. Owner's Labor Cost Revisions Associated with Delay**

12 **Q. PLEASE EXPLAIN THE ROLE OF THE COMPANY'S NEW NUCLEAR**
13 **DEPLOYMENT TEAM.**

14 A. SCE&G's NND team is primarily responsible for meeting SCE&G's
15 obligations as owner of the project and as the holder of active NRC licenses to
16 construct and operate the Units. These obligations include responsibility for (a)
17 construction and engineering oversight of the project; (b) QA/QC oversight both
18 on site and at suppliers' locations worldwide; (c) the training and licensing of all
19 personnel required for Unit operations; (d) the auditing of invoices from
20 WEC/CB&I and other suppliers and the resolution of contractual and payment
21 disputes with WEC/CB&I; (e) oversight and accounting for all commercial aspects
22 of the project; (f) acceptance testing and maintenance of plant systems as they are

1 completed and turned over to SCE&G; (g) accepting the handover and
2 maintenance of engineering, QA/QC and other data necessary for operating the
3 Units; (h) drafting the procedures for plant operations and safety; (i) conducting
4 plant start-up and start-up testing; and (j) providing the administrative support, IT
5 systems and software necessary to sustain these functions. The Operational
6 Readiness group comprises all personnel necessary to operate and maintain the
7 Units when in service. In addition, they also are responsible for developing
8 programs and procedures for operation and maintenance of the Units and in
9 overseeing start-up and testing.

10 As of March 2015, the NND team is comprised of approximately 560
11 SCANA, SCE&G and Santee Cooper employees, including highly skilled
12 professionals in engineering, nuclear construction management, QA/QC, training,
13 operational readiness, and other disciplines. Extending the duration of the
14 construction project will require SCE&G to maintain its NND team in place to
15 support the completion of Units 2 and 3 for an additional 27 months and 25
16 months, respectively.

17 **Q. HAVE THE DELAYS IN THE PROJECT AFFECTED THE OWNER'S**
18 **LABOR COST?**

19 A. Yes. In response to the new Substantial Completion Dates, SCE&G has
20 taken reasonable steps to delay NND hiring and to revise work assignments.
21 However, SCE&G forecasts that the extension of the project will increase Owner's
22 labor cost by approximately \$125.3 million, or approximately 18% of the total

1 change in the capital cost schedule, to allow SCE&G to support the NND team's
2 role in the project for a longer period.

3 **Q. PLEASE DESCRIBE THE PROCESS BY WHICH SCE&G PROJECTED**
4 **THE ADDITIONAL OWNER'S LABOR COST RELATED TO THE**
5 **DELAY.**

6 A. We have reviewed our staffing plans to determine the impact of the new
7 Substantial Completion Dates on the Owner's labor cost. As part of these studies,
8 the Company reevaluated every position to determine its need and reassessed the
9 need for future hire positions in order to identify positions that could be delayed.

10 **B. Owner's Risk Insurance and Workers Compensation Insurance**

11 **Q. WILL THERE BE ANY ADDITIONAL COST FOR OWNER'S RISK**
12 **INSURANCE AND WORKERS' COMPENSATION INSURANCE**
13 **ASSOCIATED WITH THE INCREASED LABOR COST?**

14 A. Yes. As discussed in more detail by Ms. Walker, all of the project
15 insurance programs, including Builder's Risk insurance, an owner controlled
16 insurance program ("OCIP"), and Cargo insurance, are required in Phase II of the
17 EPC. The Owner is having on-going discussions with the project insurers about
18 extending the policy terms resulting from the delay. As well, the delay results in
19 additional exposure to Builder's Risk damage claims as well as worker injuries
20 and workers' compensation claims. As a result, SCE&G anticipates that
21 extending the project will increase Owner's cost for insurance by approximately

1 \$30.1 million, or approximately 4.3%, of the total change in the capital cost
2 schedule.

3 **C. Additional IT Cost Associated with Delay**

4 **Q. HOW HAS THE DELAY AFFECTED THE OWNER’S COST WITH**
5 **RESPECT TO INFORMATION TECHNOLOGY COST?**

6 A. As project owner, SCE&G is obligated to supply certain software and other
7 IT resources required to support operational readiness and the work of the NND
8 team during construction. SCE&G also must ensure that the engineering data,
9 QA/QC documentation and other data that are necessary for testing, start-up, and
10 operation of the Units are properly maintained in SCE&G’s IT system and are
11 available at all times to the Units’ operating staff. Extending the project schedule
12 will increase the cost of IT support for the project because software licenses and
13 maintenance fees, equipment maintenance cost, and other IT support cost must be
14 paid for longer periods of time. SCE&G forecasts that extending the schedule of
15 the project will increase the IT component of Owner’s cost by approximately \$6.5
16 million, or approximately 1% of the total change in the capital cost schedule.

17 **D. Facilities Cost Increases Associated with Delay**

18 **Q. PLEASE EXPLAIN THE FACILITIES COST INCREASE ASSOCIATED**
19 **WITH THE DELAY.**

20 A. SCE&G is responsible for the warehouse and storage space for materials
21 and equipment necessary to operate the Units. SCE&G also is required to pay for
22 the office space and related support facilities for its NND team personnel while

1 they are on site. Because of delays in the project schedule, construction teams and
2 operational readiness teams will overlap more, requiring more space. In addition,
3 the maintenance, upkeep and other cost of office space and related support
4 facilities will have to be borne by the project for a longer period of time. SCE&G
5 has taken reasonable steps to reduce the scope and cost of the additional
6 warehouse, storage, office, and other support facilities. Nevertheless, SCE&G
7 forecasts that additional facilities and facilities cost associated with the new
8 Substantial Completion Dates will increase Owner's cost by approximately \$6.1
9 million, or approximately 1% of the total change in the capital cost schedule.

10 **E. Other Owner's Cost Associated with Delay**

11 **Q. WILL OTHER OWNER'S COST BE AFFECTED BY THE DELAY?**

12 A. Yes. Ms. Walker explains that extending the duration of the project also
13 will increase Owner's cost across a broad range of cost centers related to technical,
14 administrative, and other support for the project as well as increasing associated
15 non-labor cost. As a result, SCE&G anticipates that Owner's cost will increase by
16 \$46.4 million, or approximately 7% of the total change in the capital cost
17 schedule.

18 **Q. WHAT IS YOUR EXPERT OPINION AS TO WHETHER THE OWNER'S**
19 **COST INCREASES ASSOCIATED WITH DELAY ARE REASONABLE**
20 **AND PRUDENT?**

1 A. Based upon my experience and direct involvement with the project, it is my
2 expert opinion that the increases in Owner's cost associated with the delay reflect
3 reasonable and prudent changes for completion of the Units under the BLRA.

4 **III. OWNER'S COST INCREASES NOT ASSOCIATED WITH DELAY**

5 **A. Additional NND Staff**

6 **Q. PLEASE DESCRIBE THE PROCESS BY WHICH YOU HAVE UPDATED**
7 **THE NND STAFFING PLANS PRESENTED.**

8 A. In 2012, SCE&G updated its NND staffing plan, which was approved by
9 the Commission in Order No. 2012-884. Since that time, we have continued to
10 review our staffing plans as new information has emerged concerning the design
11 of the plant, regulatory requirements, physical, and Cyber Security requirements
12 for the plant, and similar matters. During this period, we conducted extensive
13 interviews with the leadership of each department of the current operating unit,
14 Unit 1, and with each department involved in the construction and operational
15 readiness of the new Units. The Company also engaged an industry recognized
16 consultant to review, validate, and make recommendations to SCE&G's staffing
17 plan.

18 **Q. WHAT WAS THE RESULT OF THESE REVIEWS?**

19 A. Our careful analysis and review has resulted in an identified need to add 64
20 Full Time Equivalents ("FTEs") to the NND Staff, as presented in Chart A, below.
21 The cost associated with these staffing changes is \$7.5 million, or approximately
22 1% of the total change in the capital cost schedule.

CHART A

Full Time Equivalents ("FTEs") (excluding Security Contractors)								
New Nuclear & Operational Readiness Labor Variance								
Full Time Equivalents Units 2 & 3				FTE Increase by Functional Area				
Group	Order 2012-884 PSC Approved Budget	Proposed Staffing Plan	Increase to Staffing Plan	Operational Readiness	Cyber Security	Training	Industry Coordinators	Other
Management Admin	2	4	2	2				
Operations	167	167	0					
Maintenance	128	128	0					
Planning & Scheduling	36	41	5	5				
Outage	7	11	4	4				
Business & Financial	22	22	0					
Engineering	107	151	44	31	10		3	0
Licensing	16	15	-1					-1
Emergency Services	27	27	0					
Health Physics	61	61	0					
Chemistry	31	31	0					
Training	58	64	6			6		
Security (SCE&G only)	25	25	0					
Quality Systems	27	27	0					
Organizational, Development, & Performance	16	13	-3					-3
Records, Documents, and Reproductions	10	11	1	1				
Construction	20	26	6					6
Total	760	824	64	43	10	6	3	2

2 This chart is net of internal transfers.

1 **Q. PLEASE PROVIDE A BREAKDOWN OF THE FUNCTIONS THAT**
2 **IMPACTED THE NEED FOR ADDITIONAL STAFFING.**

3 A. The functional areas that drove the need for additional staffing consist of
4 Operational Readiness, Cyber Security, Training, Industry Coordinators, and
5 Other. These areas are reflected in Chart A as well as in Chart B below.

6 **CHART B**

Functional Area	FTE Change	Total Cost Change
Operational Readiness	43	\$ 6,368,402
Cyber Security	10	\$ 222,164
Training	6	\$ 1,044,322
Industry Coordinators	3	\$ 104,309
Other	2	\$ (204,696)
TOTAL	64	\$ 7,534,501

7
8 **Q. PLEASE EXPLAIN THE IMPACT OF THE CHANGES TO THE**
9 **OPERATIONAL READINESS CATEGORY.**

10 A. Much of the change in this category is the result of the identified need to
11 add 31 additional engineering positions. The original project intent was to
12 supplement the engineering staff for Units 2 and 3 with elements of the
13 engineering staff for Unit 1 to support an overall integrated engineering program
14 for the three units. Due to a number of major engineering projects at Unit 1, the
15 ability to support efforts at Units 2 and 3 has been extremely limited. As such, the
16 overall engineering structure was revalidated and the need for increased staff to
17 meet schedule needs was identified. In addition, initial estimates for major

1 engineering project work such as maintenance rule development, equipment
2 reliability, program development and establishment of a fully integrated
3 configuration management information system have been revised to support
4 project goals. These positions primarily will be utilized to develop the
5 engineering programs, plans, and procedures needed to successfully operate the
6 two AP1000 nuclear units. This group also will supplement the preoperational
7 and start up test organization as outlined in the EPC agreement.

8 **Q. WHAT OTHER POSITIONS IMPACT THE OPERATIONAL READINESS**
9 **CATEGORY?**

10 A. An additional nine positions are needed to staff the Planning and
11 Scheduling group and the Outage group. In May 2013, the Institute of Nuclear
12 Power Operations (“INPO”) performed a Construction Review Visit on Units 2
13 and 3 to determine, in part, our preparation and planning capabilities to support the
14 plants when operational and during the transition phase to plant operations. INPO
15 identified that based on industry experience, we needed to more fully develop an
16 Integrated Operational Readiness Schedule (“IORS”). Detailed procedures were
17 developed and the transition to an IORS was begun. This effort identified that
18 nine additional positions are needed to support the earlier integration of all
19 scheduled operational activities into the IORS. INPO returned to the site in May
20 2014 and concluded that we were on track to meet our goals in the IORS area.

21 The Company also identified a need to add one additional supervisor
22 position to the Records, Documents, and Reproduction group in order to support a

1 better integration of Units 1, 2, and 3 and to better align accountabilities. This
2 additional supervisor was deemed necessary to assure that all records, documents,
3 and reproduction activities would properly align and transcend the individual
4 units, assuring proper integration of all three units. Additional benchmarking with
5 other industry nuclear plants also determines this to be a best industry practice.

6 Finally, to support functional organizational alignments within the NND
7 Department, two additional positions were added to the Administrative
8 Management Group. A Vice President of Nuclear Operations for Units 2 and 3
9 was deemed necessary to support the division of responsibilities between the three
10 units. This position was created to assure all support functions common to three
11 units had a reporting structure that provided effective allocation of budget,
12 resources and oversight of all three units. In addition, a new position was
13 identified after benchmarking several nuclear utilities to combine the effective
14 efforts of existing environmental, health, and safety professionals under one
15 Manager of Environment, Safety and Health. This organizational change will
16 provide for more efficient interface with the NRC and state and local officials for
17 all compliance matters relating to permits, safety, environmental, and compliance
18 reports.

19 **Q. WHAT IS THE COST ASSOCIATED WITH THESE PERSONNEL**
20 **CHANGES?**

21 A. The combined effect of the additional staffing positions for these five
22 groups will add 43 FTEs totaling an increase for Units 2 and 3 of \$6,368,402.

1 **Q. PLEASE DESCRIBE THE IMPACT OF THE CHANGES TO THE CYBER**
2 **SECURITY CATEGORY.**

3 A. Regulatory changes in the Cyber Security area have required additional
4 consideration of the staff needed to support current NRC requirements. In August
5 2010, the NRC published 10 CFR 73.54. This rule, combined with the guidance
6 set forth in Regulatory Guide 5.71 released in January 2010, requires licensees to
7 submit a new Cyber Security plan and an implementation timeline for NRC
8 approval, and show how the facility will identify critical digital assets and describe
9 its protective strategy, among other requirements. Based on the NRC Rule, the
10 Nuclear Energy Institute (“NEI”) also developed NEI 08-09, Revision 6 (“NEI 08-
11 09”), which was approved by the NRC in letters dated May 10, 2010, and June 7,
12 2010, and consists of a series of standards to assist facilities in meeting cyber
13 security regulations.

14 Since the issuance of these publications, efforts have been on-going to
15 define and identify the staffing impact to Units 2 and 3. The Company used the
16 NEI 08-09 resource staffing model for Unit 1, and subsequently modeled the
17 staffing for Units 2 and 3 accordingly. SCE&G then analyzed and compared the
18 potential number of critical digital assets used in Unit 1. This resulted in ten FTEs
19 totaling identified and itemized cost for Units 2 and 3 of \$222,164.

1 **Q. DID SCE&G ALSO IDENTIFY A NEED TO ADD POSITIONS TO THE**
2 **CRAFT AND TECHNICAL TRAINING GROUP?**

3 A. Yes. Personnel in the Training Department have highly marketable skills
4 resulting in higher than anticipated turnover. Even if the Company were to hire
5 only experienced industry staff, it still takes several months to two years to fully
6 integrate training instructors into the department. To help mitigate this known loss
7 of personnel, the Company determined that six additional positions are needed in
8 the training department to meet the need to hire and train skilled replacements for
9 the Operation and Maintenance department. These six FTEs increase the
10 identified and itemized Owner's cost related to NND staffing by \$1,044,322.

11 **Q. PLEASE DESCRIBE THE IMPACT OF THE CHANGES TO THE**
12 **INDUSTRY COORDINATORS CATEGORY.**

13 A. Currently, Unit 1 utilizes three positions to support strategic industry
14 interfaces which are common to all nuclear power plants. These areas support
15 INPO, operating experience reviews and follow-up actions indicated by the
16 reviews. It was intended that Unit 1 would support these areas with existing
17 resources. Several months ago, management for Units 1, 2, and 3 met to discuss
18 current duties and responsibilities of the three resources currently engaged to
19 perform these functions for Unit 1. They determined that the workload in these
20 areas had increased at Unit 1 to the point that they could not support performing
21 this activity for Units 2 and 3. This resulted in 3 FTEs totaling an identified and
22 itemized cost increase for Units 2 and 3 of \$104,309.

1 **Q. PLEASE EXPLAIN THE “OTHER” CATEGORY AND HOW CHANGES**
2 **TO THOSE ITEMS IMPACT STAFFING AND OWNER’S COST.**

3 A. SCE&G identified the need to add four NND Construction positions to
4 support the continued oversight of construction. In addition, management of the
5 Start Up group initially was placed under the direct control of WEC/CB&I. As the
6 project has progressed, the Company has determined that it needs to assume a
7 more direct interface and control of Initial Test Program activities, resulting in the
8 addition of a Start Up manager position. Finally, continued refinement of the
9 staffing projections identified the ability to reduce the initial projections for the
10 Organizational, Development, & Performance Specialists resulting in a net
11 decrease of three FTEs. The combined effect of these adjustments results in 2
12 additional FTEs totaling an identified and itemized decrease in capital cost for
13 Units 2 and 3 of \$204,696.

14 **Q. HOW DID YOU ASCERTAIN THE REASONABLENESS OF THE**
15 **ADDITIONAL COSTS PROPOSED HERE?**

16 A. I have personally reviewed the budget forecasts presented here to ensure
17 that the costs they include are reasonable and necessary. We are very sensitive to
18 the need to control costs on this project. SCE&G management has been
19 unrelenting in its review of the reasonableness of this plan and its insistence that
20 the entire project team remain fully committed both to controlling costs and to
21 ensuring the success of the project. Each team within NND and NND leadership
22 has been required to justify the necessity of each position and the timing of each

1 hiring date. Based on my years of experience in the nuclear industry, and my
2 involvement in these reviews, it is my opinion that these costs are reasonable and
3 prudent and reflect a strong commitment to control costs without unreasonably
4 putting the success of the project at risk.

5 **B. NRC Fees**

6 **Q. HAS THERE BEEN ANY CHANGE IN THE ESTIMATED NRC FEES**
7 **ASSOCIATED WITH THE PROJECT?**

8 A. Yes. The NRC continues to evaluate its cost to provide regulatory
9 oversight of the construction of the Units. As discussed by Ms. Walker, the NRC
10 recently revised its estimated fees for the project to include the cost associated
11 with work its staff members performed off-site but which related to the project.
12 Additionally, staff time for off-site oversight of the project was likewise included
13 in the NRC's updated cost estimate. As a result, the NRC has increased its
14 estimate by approximately \$7.1 million based upon its most recent analysis. This
15 additional cost is reflected in the revised cost forecast and is approximately 1% of
16 the total change in the capital cost schedule. This cost is reasonable and necessary
17 for the project to proceed.

18 **C. Other IT Cost and**
19 **Other Owner's Cost Not Associated with Delay**

20 **Q. IS THE COMPANY PROPOSING TO INCREASE OWNER'S COST FOR**
21 **OTHER IT COST AND OTHER OWNER'S COST NOT ASSOCIATED**
22 **WITH THE DELAY?**

1 A. Yes. Notwithstanding SCE&G's care and diligence to mitigate or avoid
2 additional cost, SCE&G anticipates that it will be required to incur cost for certain
3 software and other IT resources that are necessary for the project. These resources
4 include increased cyber security resources for NND project personnel, fatigue and
5 stress monitoring software, and software to capture and monitor plant operating
6 data. Ms. Walker addresses the cost related to these items more fully. However,
7 the Company forecasts that the additional IT cost will add \$3.3 million to Owner's
8 cost, or approximately 0.5% of the total change in the capital cost schedule.

9 The Company also has identified other areas, not related to the delay, that
10 will result in an increase to Owner's cost. Again, Ms. Walker addresses the
11 drivers for these increased costs, including increased facilities cost, the cost of
12 additional contractors for oversight of construction and component fabrication,
13 and increased fees for participation in the AP1000 Users Group, among others.
14 SCE&G anticipates that the amount of other Owner's cost not associated with the
15 delay is \$12.9 million, or approximately 2% of the capital cost schedule.

16 **CONCLUSION**

17 **Q. ARE THE UPDATES REQUESTED IN THIS PROCEEDING**
18 **REASONABLE AND PRUDENT?**

19 A. Yes they are. The adjustments requested in this proceeding, adjustments as
20 to EPC cost and Owner's cost, are adjustments that I know to represent reasonable
21 and prudent changes in the cost and construction schedules for the Units, based
22 upon the information currently available to SCE&G. In my professional opinion,

1 the adjustments are the result of the normal and expected evolution of project cost
2 forecasts in conjunction with the current Substantial Completion Dates.

3 In sum, it is my expert opinion that the costs in the Company's updated
4 capital cost schedule are reasonable and prudent for completing the Units under
5 the BLRA. Notwithstanding the fact that the anticipated cost to complete the
6 Units is reasonable and prudent, SCE&G has carefully reserved its rights to assert
7 claims against WEC/CB&I for the cost resulting from the delay.

8 **Q. WHAT IS SCE&G REQUESTING OF THE COMMISSION IN THIS**
9 **PROCEEDING?**

10 A. The Company is requesting that the Commission approve, pursuant to S.C.
11 Code Ann. § 58-33-270(E), (1) the updated milestones as set forth in Mr. Byrne's
12 testimony and Exhibit No. __ (SAB-2) and (2) the updated capital cost schedule in
13 Exhibit No. ____ (CLW-1) as the approved schedule of capital cost for the Units.
14 On behalf of the Company, I respectfully request that the Commission approve
15 these adjustments as presented.

16 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

17 A. Yes, it does.